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Hazim Ansari

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QUARTICS

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0037203-5

OCT 29 2004

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Mohammad Usman et al.
Application Number : 10/038,367
Filing Date : October 29, 2001
Title : Method and System for Filtering a Signal and Providing
Echo Cancellation
Examiner Name : Unknown

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Assistant Commissioner for Patents
Washington, D.C. 20231

PatentMetrix
14252 Culver Dr., Box 914
Irvine, CA 92604

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventors to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventors to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine, imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of PatentMetrix, LLC, 14252 Culver Dr., Box 914, Irvine, California, 92604, Telephone (714) 368-9753, Customer No. 29,484, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This

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QUARTICS

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appointment is to be to the exclusion of the inventors and his attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 29,484 for all communications.

Quartics, LLC.

By:


Sherjil Ahmed

Title: President

Address: Quartics
2 Peters Canyon Road
Irvine, California 92604

Dated: 8/25/04

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇡ ⇢ ⇢ ⇢

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CMA BUSINESS CREDIT SERVICES on behalf of

AVAZ NETWORKS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 8/1/03

2. Name and address of receiving party(ies)

Name: QUARTICS, INC.

Internal Address: _____

Street Address: 2 PETERS CANYON ROAD

City: IRVINE State: CA Zip: 92606

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/038,320, 09/976,720
10/038,367, 10/004,753, 10/084,559

B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ADEEL AHMED

Internal Address: _____

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41)..... \$ 200.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

ADEEL AHMED

Name of Person Signing

Signature

5/25/04

Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 31st day of July, 2004
BY Aval Networks, Inc. OF (address) 16289 Laguna Canyon Road
In the City of Irvine County of Orange State of California
FEDERAL TAX IDENTIFICATION NUMBER: 33-0780473 party of the first part, hereinafter referred to as
Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing
business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee:

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, chooses in action that are legally assignable, together with the proceeds of any existing non-assignable chooses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

AVAZ NETWORKS, INC.

By:

Safi Qureshey, CEO

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By:


Robert J. Feder, Secretary

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may be entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been established by meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph FIRST, heretinafter referred to as "Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total value of assets assigned, in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$10,000, or a fee of 6% shall apply. (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned); (b) a fee of 1.5% shall be charged on distributions to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

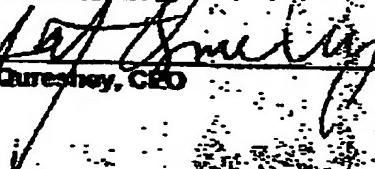
Any contract, liability, or obligation made by Assignee in connection with the administration of this Agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

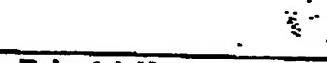
Said Assignee is also authorized and empowered to appoint such agents and representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written:

AVAZ NETWORKS, INC.

By: 
Jeff Courtney, CEO

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: 
Robert J. Hodder, Secretary

BILL OF SALE

This Bill of Sale becomes effective upon confirmation of receipt by the Seller of good and valuable consideration totaling \$75,000 (seventy-five thousand dollars) and execution of the Assumption Agreement of even date herewith associated with the assumption of certain liabilities ("Consideration"). Upon receipt of Consideration, CCA Business Credit Services ("Seller"), in its capacity as assignee for the benefit of creditors of Avaz Networks, Inc., hereby sells, transfers, assigns, conveys and delivers to Quantum, LLC ("Buyer"), all of the Seller's right, title and interest in and to the assets (collectively, the "Transferred Assets") described in the attached Exhibit "1". Assets which are excluded from this sale ("Excluded Assets") are described in the attached Exhibit "2". Buyer assumes none of the liabilities or obligations of Seller or Avaz Networks, Inc. related to the Transferred Assets or the Excluded Assets except as expressly set forth in the Assumption Agreement.

Nothing contained in this Bill of Sale shall constitute a representation, warranty, covenant, written information, data, report or statement by the Seller or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Transferred Assets. By accepting this Bill of Sale, Buyer confirms that it is not relying on any representation of Seller or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of, or title to, the Transferred Assets and that he is purchasing the Transferred Assets in an "AS IS, WHERE IS" condition, based solely upon Buyer's own examination and evaluation of the Transferred Assets. The foregoing notwithstanding, Seller represents and warrants to Buyer that Seller has not assigned, sold or transferred to any other person or entity any of its right, title and interest in and to all forms of the Transferred Assets, or otherwise taken any action to encumber such Transferred Assets, including, without limitation, creating any security interests, liens, creditor claims, taxes, charges or other restrictions. All references to Seller and Buyer shall be deemed to include their respective nominees, successors and/or assigns.

At any time, and from time to time hereafter, Seller shall forthwith, upon Buyer's written request, execute, acknowledge and deliver to Buyer any and all further instruments and assurances necessary or expedient in order to fully vest in Buyer all rights, title and interest to the Transferred Assets.

Closing:

The balance due from the Buyer at closing is \$66,274.88, consisting of the \$75,000 purchase price less the \$10,000 deposit previously received by Seller, plus \$1,274.88 of applicable Sales Tax on assets purchased. Until the passing of the statutory Bar Date for creditor claims in the general assignment estate, the Seller will reserve and when instructed by the Buyer pay up to, but not more than \$7,540.00 of the proceeds of the sale to Kupke, Madsen Olson & Bear towards the satisfaction of a lien which they hold against the intellectual property of Avaz Networks, Inc.

Bill of Sale Quantics, LLC

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Dated: *August 1, 2003*

CMA BUSINESS CREDIT SERVICES, Assignee
for the Benefit of Creditors of Avaz Networks, Inc.

By: David Minoccheri
David Minoccheri, Chief Financial Officer

ACCEPTED AND AGREED:

Quantics, LLC

By: _____

Date:

Oct 29 04 12:43P

Hazim Ansari

949-753-2875

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Bill of Sale Quantics, LLC

Page

Dated:

**CMA BUSINESS CREDIT SERVICES, Assignee
for the Benefit of Creditors of Avaz Networks, Inc.**

By:

David Macomber, Chief Financial Officer

ACCEPTED AND AGREED:

Quantics, LLC

By: Shayal Bharadwaj
Title: Manager

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